



Public Service Commission of South Carolina  
Tariff Summary Sheet as of September 25, 2013

The Other Phone Company, Inc. d/b/a PAETEC Business Services

Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2013-348	9/23/13	10/1/13	4
<u>Summary:</u> AMENDED TARIFF PAGES AT STAFF REQUEST			

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**COMPETITIVE LONG DISTANCE SERVICES**

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*This Tariff, South Carolina Tariff No. 6, Issued by The Other Phone Company, Inc.  
d/b/a PAETEC Business Services, cancels and replaces South Carolina Tariff No. 2, issued by The Other  
Phone Company, Inc. d/b/a Access One Communications in its Entirety*

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER**

**LONG DISTANCE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY**

**THE OTHER PHONE COMPANY, INC.**

d/b/a

**PAETEC Business Services**

**WITHIN THE STATE OF SOUTH CAROLINA**

**ALL SERVICES AND RATES LISTED IN THIS TARIFF ARE GRANDFATHERED AND ONLY  
AVAILABLE TO EXISTING CUSTOMERS AT EXISTING LOCATIONS PRIOR TO AUGUST  
20, 2005.**

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Issued: July 20, 2005

Effective: August 20, 2005

Issued By: Aloysius T. Lawn, Sr Vice President

SCO0502

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COMPETITIVE LONG DISTANCE SERVICES

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**CHECK SHEET**

Sheets of this tariff indicated below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>
	<u>LEVEL</u>			<u>LEVEL</u>
Title	Original			
1	First Revised	*	27	Original
2	Original		28	Original
3	Original		29	Original
4	Original		30	Original
5	Original		31	Original
6	Original		32	Original
7	Original		33	Original
8	Original		34	Original
9	Original		35	Original
10	Original		36	Original
11	Original		37	Original
12	Original		38	Original
13	Original			
14	Original		<u>Appendix</u>	
15	Original		1	Original
16	Original		2	Original
17	Original		3	Original
18	First Revised	*	4	Original
19	First Revised	*		
20	Original			
21	Original			
22	Original			
23	Original			
24	Original			
25	Original			
26	Original			

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

**C** - Changed regulation.

**D** - Delete or discontinue.

**I** - Change Resulting in an increase to a Customer's bill.

**M** - Moved from another tariff location.

**N** - New

**R** - Change resulting in a reduction to a Customer's bill.

**T** - Change in text or regulation.

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the SC PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by The Other Phone Company, Inc. d/b/a PAETEC Business Services within the State of South Carolina.

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**SECTION I - TECHNICAL TERMS & ABBREVIATIONS**

**Access Line** - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

**Account** - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

**Aggregator** - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Business Customer** - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

**Collect Call** - A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

**Commission** - The South Carolina Public Service Commission.



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**SECTION I - TECHNICAL TERMS & ABBREVIATIONS, (CONT'D.)**

**Company** - The Other Phone Company, Inc. d/b/a PAETEC Business Services, unless stated otherwise.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's or its underlying carrier's network.

**Consumer** - A person who is not a Customer who initiates any telephone calls using operator services.

**Customer** - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

**Customer Dialed Calling Card** - A service whereby the Customer dials all of the digits necessary to route and bill the call to a valid non-Company calling card or credit card.

**Equal Access** - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

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**SECTION I - TECHNICAL TERMS & ABBREVIATIONS, (CONT'D.)**

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

**LEC** - Local Exchange Company

**Operator Station Call** - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated.)

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Residential Customer** - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

**Switched Access** - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

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**SECTION I - TECHNICAL TERMS & ABBREVIATIONS, (CONT'D.)**

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**Travel Card** - A proprietary calling card offered by The Other Phone Company, Inc. d/b/a PAETEC Business Services which is accessed by dialing a Company-provided access number.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1** The Company is a resale common carrier providing intrastate communications long distance message toll telephone service to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.2** The Company offers intrastate telecommunications service in conjunction with interstate service.
- 2.1.3** Long distance usage charges are based on the actual usage of network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 2.1.4** No charges apply to incomplete calls.

**2.2 Use of Service**

- 2.2.1** Service may be used for any lawful purpose for which it is technically suited.
- 2.2.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.
- 2.2.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Limitations of Service**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The Company reserves the right to discontinue or limit service in accordance with the terms of this tariff when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- 2.3.5** The Company reserves the right to discontinue service, limit service, or to impose requirements in accordance with the terms of this tariff as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.6** Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Assignment or Transfer**

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

**2.5 Liabilities of Company**

**2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

**2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

**2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liabilities of Company, (Cont'd.)**

**2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state or federal laws.

**2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- B. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- C. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

**2.7 Taxes and Fees**

- 2.7.1** For all calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Taxes and Fees, (Cont'd.)**

- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

**A. Public Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Taxes and Fees, (Cont'd.)**

**2.7.3 (Cont'd.)**

**A. Public Pay Telephone Surcharge, (Cont'd.)**

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Maximum Rate per Call	\$0.30
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with the generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

**2.9 Installation**

No installation at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment for Service**

- 2.10.1** Payment is due within 20 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid to the Customer's last known address. (C)  
|  
(C)
- 2.10.2** Late Payment Charges: Interest at the rate of 1.5% will be added to any unpaid balance brought forth from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be in lieu of any other penalties allowed by law. (C)  
|  
(C)
- 2.10.3** The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges should be reported to the Company or its billing agent within thirty days after receipt of the bill. If objection in writing is not received by the Company within the applicable statute of limitations after the bill is rendered, the Account shall be deemed correct and binding upon the Customer. (T)
- 2.10.4** The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes. (T)
- 2.10.5** The Company reserves the right to assess a charge not to exceed the maximum amount determined by applicable state law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. (T)

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment for Service, (Cont'd.)**

**2.10.6** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise.

**(T)**

**2.11 Deposits**

The Company does not require deposits for South Carolina services other than prepaid calling cards.

**2.12 Advance Payments**

The Company does not require advance payment for South Carolina services.

**2.13 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Discontinuance and Restoration of Service**

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

**2.14.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

**2.14.2 Cancellation by the Customer**

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

**2.14.3 Cancellation by the Company**

- A.** For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B.** For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, and if the bill is more than 30 days past due, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Discontinuance and Restoration of Service, (Cont'd.)**

**2.14.3 Cancellation by the Company, (Cont'd.)**

- C.** For lack of use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after reasonable inquiry, and reasonable attempt to contact the Customer, the Company determines that the service has been abandoned.
- D.** For unauthorized or unlawful use of service: Except as provided elsewhere in this tariff, the Customer shall be subject to discontinuance of service, without notice, for any unauthorized or unlawful use of the Company's service.
- E.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Discontinuance and Restoration of Service, (Cont'd.)**

**2.14.4 Notice of Discontinuance**

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated in this tariff, the Customer shall be given reasonable notice, to comply with any rule or remedy any deficiency:

- A.** For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in cases of extreme risk involving excessive or abnormal use of toll service, in which case service may be denied two days after written notice is given to the Customer unless satisfactory arrangements for payment are made. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service. Service will be terminated only on Monday through Thursday between the hours of 8:00 AM and 4:00 PM, unless provisions have been made to have someone available to accept payment and reconnect service.
- B.** For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, and if the bill is more than 30 days past due, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C.** For lack of use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after reasonable inquiry, and reasonable attempt to contact the Customer, the Company determines that the service has been abandoned.



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Discontinuance and Restoration of Service, (Cont'd.)**

**2.14.4 Notice of Discontinuance, (Cont'd.)**

- D.** For unauthorized or unlawful use of service: Except as provided elsewhere in this tariff, the Customer shall be subject to discontinuance of service, without notice, for any unauthorized or unlawful use of the Company's service.
- E.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- F.** For use of telephone service for any purpose other than that described in the application.
- G.** For neglect or refusal to provide reasonable access to or its agents for the purpose of inspection and maintenance of equipment owned by or its agents.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Discontinuance and Restoration of Service, (Cont'd.)**

**2.14.4 Notice of Discontinuance, (Cont'd.)**

- H.** For noncompliance with or violation of Commission regulation or' rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- I.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect' equipment or service to others.
- J.** Without notice in the event of tampering with the equipment or services owned by or its agents when such tampering is determined by the Company to impose a hazard or impairment of service to other Customers.
- L.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Independent Network Services, Inc. may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

**2.14.5 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Application for Service**

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer.

**2.16 Interconnection**

**2.16.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

**2.16.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Interconnection, (Cont'd.)**

**2.16.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may terminate the existing service of the Customer pursuant to Section 2.14 of this tariff.

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.18 Reservation of Toll Free "800/888" Numbers**

The Company will make every effort to reserve Toll Free "800/888" vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

**2.19 Portability of Toll Free "800/888" Numbers**

The Company will participate in porting Toll Free "800/888" numbers only if the account balance is zero and all charges incurred as a result of the Toll Free "800/888" number have been paid.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.20 Local Charges and Cellular Air Time Charges**

In certain instances, the Customer may be subject to local exchange company charges or message unit charges or to cellular company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

**2.21 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services. Such tests, pilot programs, waivers and promotions will be implemented after notification to and approval of the SC PSC.

**2.22 Marketing**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, [the Company does] hereby assert and affirm that as a reseller of intrastate telecommunications service, [the Company] will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and [the Company] will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, [the Company] will be responsible for the marketing practices of [its] contracted telemarketers for compliance with this provision. [The Company understands] that violation of this provision could result in a rule to Show Cause as to the withdrawal of [its] certification to complete intrastate telecommunications traffic within the state of South Carolina.

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**COMPETITIVE LONG DISTANCE SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.23 Other Rules**

- 2.22.1** The Company reserves the right to validate the credit worthiness of Customers through available verification procedures to establish an acceptable billing method in order to place a call.
- 2.22.2** The Company reserves the right to limit service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the SC PSC.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

- 3.1.1** The Company provides telecommunications services between locations within the State of South Carolina. The Company's service charges are based upon call duration, time of day rate period, mileage, and/or call type.
- 3.1.2** Presubscribed service is offered from locations served with equal access end offices.
- 3.1.3** The Company's service is available twenty-four hours per day, seven days a week.
- 3.1.4** Unless otherwise specified in the product description in this tariff, services offered include InterLATA and IntraLATA long distance service where presubscription is available. Where IntraLATA presubscription to the Company is not available, the Company will offer IntraLATA toll service to Customers who presubscribe to the Company's InterLATA long distance services provided that the Customers dial 10 (101) and the Company's identification code.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.2 Calculation of Distance**

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by TelCordia and on file with the FCC in AT&T FCC Tariff No. 10, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

**Formula:**

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$



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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1** Timing for Person-to-Person calls begin when the caller is connected to the designated party or agreed upon alternate. Timing for all other calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3** Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4** Calls are measured and billed in one minute increments unless otherwise indicated in this tariff. Any partial minute is rounded up to a full minute.
- 3.3.5** No charges apply to incomplete calls.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.4 Time-Of-Day Rate Periods**

Unless otherwise specified in the product description in this tariff, the following time-of-day and day-of-week rate periods are applicable to all calls. Evening rates shall apply to all calls placed on the Company's recognized Holidays except when a lower rate would normally apply.

DAY RATE PERIOD	8:00 AM to 5:00* PM Monday through Friday
EVENING RATE PERIOD	5:00 PM to 11:00* PM Sunday through Friday
NIGHT/WEEKEND RATE PERIOD	11:00 PM to 8:00* AM Sunday through Friday, all day Saturday and Sunday until 5:00* PM

\* to, but not including

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

**Holiday Rates**

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period or Off-Peak Rate Period rate unless a lower rate would normally apply.

New Year's Day**	Christmas Day**	
Independence Day**	Thanksgiving Day	Memorial Day*

\* - Applies to Federally observed day only.

\*\* - When this holiday falls on Sunday, the Holiday rate applies on the following Monday. When this holiday falls on a Saturday, the Holiday rate applies to calls placed on the preceding Friday.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.5 Directory Assistance**

**3.5.1** A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

**3.5.2 Rates**

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies. A Call Completion charge applies for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number. Call Completion is available where technically feasible.

Residence

Maximum Directory Assistance, per Request	\$1.70
Maximum Call Completion, per call:	\$0.60

Business

Current Directory Assistance, per Request	\$0.85
current Call Completion, per call:	\$0.30

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Basic OPC Long Distance Service**

Basic OPC Long Distance Service is offered to business and residential customers for both inbound and outbound, intraLATA and interLATA, calling over standard switched lines. Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds. Reduced rates are available to customers who commit to term plans.

Maximum Usage Charges:

Term <u>Plan</u>	Per Minute <u>Rate</u>
Month to Month	\$0.198
1 Year Term	\$0.188
2 Year Term	\$0.178

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 4 - MISCELLANEOUS SERVICES**

**4.1 Operator Assisted Service**

Calls are billed in one minute increments. The minimum call duration for billing purposes is one minute. Call charges are computed on a per call basis; computations that result in fractional cents are rounded to the next full cent.

**4.1.1 Maximum Charges**

**(A) IntraLATA Service**

Rate Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate	
	Initial Period*	Each Add'l Period**	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
1-10	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2400	\$0.2400
11-16	\$0.2800	\$0.2800	\$0.2800	\$0.2800	\$0.2600	\$0.2600
17-22	\$0.3800	\$0.3800	\$0.3200	\$0.3200	\$0.3000	\$0.3000
23-30	\$0.4800	\$0.4800	\$0.3400	\$0.3400	\$0.3200	\$0.3200
31-40	\$0.5000	\$0.5000	\$0.3600	\$0.3600	\$0.3200	\$0.3200
41-55	\$0.6400	\$0.6400	\$0.3600	\$0.3600	\$0.3200	\$0.3200
56-70	\$0.6600	\$0.6600	\$0.4000	\$0.4000	\$0.3600	\$0.3600
71-124	\$0.6800	\$0.6800	\$0.4200	\$0.4200	\$0.3800	\$0.3800
125-196	\$0.6800	\$0.6800	\$0.4600	\$0.4600	\$0.4000	\$0.4000
197+	\$0.6800	\$0.6800	\$0.4600	\$0.4600	\$0.4000	\$0.4000

\*All initial period rates are for telephone connections of one minute or any fraction thereof, except Operator Station Sent Paid Coin and Person-to Person Sent Paid Coin where the initial period is three (3) minutes.

\*\*All additional period rates are for telephone connections of one minute or any fraction thereof, that the telephone connection continues beyond the initial period, except Operator Station Sent Paid Coin and Person-to Person Sent Paid Coin where the additional period is three (3) minutes.

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.1 Operator Assisted Service, (Cont'd.)**

**4.1.1 Maximum Usage Charges, (Cont'd.)**

**(B) InterLATA Service**

Rate Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
0-10	\$0.3000	\$0.3000	\$0.2600	\$0.2600	\$0.2400	\$0.2400
11-16	\$0.3400	\$0.3400	\$0.2800	\$0.2800	\$0.2600	\$0.2600
17-22	\$0.3600	\$0.3600	\$0.3200	\$0.3200	\$0.2600	\$0.2600
23-30	\$0.4400	\$0.4400	\$0.3400	\$0.3400	\$0.3000	\$0.3000
31-55	\$0.5000	\$0.5000	\$0.3800	\$0.3800	\$0.3400	\$0.3400
56-70	\$0.5600	\$0.5600	\$0.4200	\$0.4200	\$0.3800	\$0.3800
71-124	\$0.6000	\$0.6000	\$0.4400	\$0.4400	\$0.4000	\$0.4000
125+	\$0.6200	\$0.6200	\$0.4600	\$0.4600	\$0.4200	\$0.4200

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**COMPETITIVE LONG DISTANCE SERVICES**

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.1 Operator Assisted Service, (Cont'd.)**

**4.2 Maximum Per Call Service Charges**

For any message in the call classes listed following, add the Service Charge shown following to the Basic Rate Schedule charge for that message. Discounts do not apply to the Service Charges.

**(A) Billed to a Calling Card**

<b>Type of Call</b>	<b>Billed To:</b>	
	<b>LEC Calling Card</b>	<b>Commercial Credit/Charge Card</b>
Customer Dialed - Automated	\$2.50	\$3.00
Customer Dialed and Operator Assisted	\$7.90	\$7.90
Customer Dialed and Operator Must Assist	\$2.50	\$3.00
Operator Dialed Calling Card Station	\$7.90	\$7.90

**(B) All other Calls Maximum Service Charges**

Operator Station - Collect	\$7.90
Operator Station – Third Number	\$7.90
Person-to-Person	\$13.00

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COMPETITIVE LONG DISTANCE SERVICES

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**SECTION 5 - PROMOTIONS**

**5.1 Demonstration Calls**

From time to time the Company will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

**5.2 Promotions - General**

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.



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**COMPETITIVE LONG DISTANCE SERVICES**

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**CURRENT RATES**

**Directory Assistance (Section 3.5)**

Directory Assistance, per Request	\$0.85
Call Completion, per call:	\$0.30

**Basic OPC Long Distance Service (Section 3.6)**

Term	Per Minute
<u>Plan</u>	<u>Rate</u>
Month to Month	\$0.099
1 Year Term	\$0.094
2 Year Term	\$0.089

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**COMPETITIVE LONG DISTANCE SERVICES**

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**CURRENT RATES, (CONT'D.)**

**Operator Assisted Service Usage Charge (Section 4.1)**

**(A) IntraLATA Service**

<b>Rate Mileage</b>	<b>Day Rate Period</b>		<b>Evening Rate Period</b>		<b>Night/Weekend Rate</b>	
	<b>Initial Period*</b>	<b>Each Add'l Period**</b>	<b>Initial Period</b>	<b>Each Add'l Period</b>	<b>Initial Period</b>	<b>Each Add'l Period</b>
1-10	\$0.1300	\$0.1300	\$0.1300	\$0.1300	\$0.1200	\$0.1200
11-16	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1300	\$0.1300
17-22	\$0.1900	\$0.1900	\$0.1600	\$0.1600	\$0.1500	\$0.1500
23-30	\$0.2400	\$0.2400	\$0.1700	\$0.1700	\$0.1600	\$0.1600
31-40	\$0.2500	\$0.2500	\$0.1800	\$0.1800	\$0.1600	\$0.1600
41-55	\$0.2600	\$0.2600	\$0.1800	\$0.1800	\$0.1600	\$0.1600
56-70	\$0.2800	\$0.2800	\$0.2000	\$0.2000	\$0.1800	\$0.1800
71-124	\$0.2900	\$0.2900	\$0.2100	\$0.2100	\$0.1900	\$0.1900
125-196	\$0.2900	\$0.2900	\$0.2300	\$0.2300	\$0.2000	\$0.2000
197+	\$0.2900	\$0.2900	\$0.2300	\$0.2300	\$0.2000	\$0.2000

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**COMPETITIVE LONG DISTANCE SERVICES**

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**CURRENT RATES, (CONT'D.)**

**Operator Assisted Service Usage Charge, (Cont'd.) (Section 4.1)**

**(B) InterLATA Service**

<b>Rate Mileage</b>	<b>Day Rate Period</b>		<b>Evening Rate Period</b>		<b>Night/Weekend Rate</b>	
	<b>Initial Minute</b>	<b>Each Add'lM inute</b>	<b>Initial Minute</b>	<b>Each Add'lM inute</b>	<b>Initial Minute</b>	<b>Each Add'lMin ute</b>
0-10	\$0.1500	\$0.1300	\$0.1300	\$0.1300	\$0.1200	\$0.1200
11-16	\$0.1700	\$0.1400	\$0.1400	\$0.1400	\$0.1300	\$0.1300
17-22	\$0.1800	\$0.1800	\$0.1600	\$0.1600	\$0.1300	\$0.1300
23-30	\$0.2200	\$0.2200	\$0.1700	\$0.1700	\$0.1500	\$0.1500
31-55	\$0.2500	\$0.2500	\$0.1900	\$0.1900	\$0.1700	\$0.1700
56-70	\$0.2800	\$0.2800	\$0.2100	\$0.2100	\$0.1900	\$0.1900
71-124	\$0.3000	\$0.3000	\$0.2200	\$0.2200	\$0.2000	\$0.2000
125+	\$0.3100	\$0.310	\$0.2300	\$0.2300	\$0.2100	\$0.2100

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**COMPETITIVE LONG DISTANCE SERVICES**

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**CURRENT RATES, (CONT'D.)**

**Operator Assisted Service Per Call Service Charges (Section 4.2)**

**(A) Billed to a Calling Card**

<b>Type of Call</b>	<b>Billed To:</b>	
	<b>LEC Calling Card</b>	<b>Commercial Credit/ Charge Card</b>
Customer Dialed - Automated	\$1.25	\$1.50
Customer Dialed and Operator Assisted	\$3.95	\$3.95
Customer Dialed and Operator Must Assist	\$1.25	\$1.50
Operator Dialed Calling Card Station	\$3.95	\$3.95

**(B) All other Calls**

Operator Station - Collect	\$3.95
Operator Station - Third Number	\$3.95
Person-to-Person	\$6.50